

Hearing Date and Time: December 20, 2007  
Objection Deadline: November 26, 2007

Reed Smith LLP  
Elena Lazarou (EL-5681)  
599 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 521-5400  
Facsimile: (212) 521-5450  
E-mail: elazarou@reedsmith.com

and

Reed Smith Sachnoff & Weaver  
10 South Wacker Drive, 40<sup>th</sup> Floor  
Chicago, IL 60606  
Arlene N. Gelman (IL #6225631)  
Ann E. Pille (IL #6283759)  
Telephone: (312) 207-1000  
Facsimile: (312) 207-6400  
E-mail: agelman@reedsmith.com  
apille@reedsmith.com

Attorneys for Siemens VDO Automotive Corp.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	
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DELPHI CORPORATION, <u>et al.</u> ,	:	Chapter 11
	:	
Debtors.	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
	:	
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**OBJECTION OF SIEMENS VDO AUTOMOTIVE CORP. TO THE NOTICES OF (A)  
CURE AMOUNT AND (B) ASSUMPTION AND/OR ASSIGNMENT OF EXECUTORY  
CONTRACTS IN CONNECTION WITH THE SALE OF THE DEBTORS'  
INTERIORS AND CLOSURES BUSINESSES**

Siemens VDO Automotive Corp. ("Siemens") hereby objects to (a) the Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of Interiors and Closures Businesses (the "Cure Notice"), and (b) the Notice of Assumption and/or Assignment of Executory Contract or Unexpired Lease to Purchasers in Connection with Sale of Interiors and Closures Businesses (the "Assignment Notice"), filed by Delphi Corporation or its debtor affiliates (collectively, "Delphi"), on or about November 16, 2007. In support of this objection, Siemens states as follows:

1. Siemens conducts business with Delphi, pursuant to which Siemens sells certain automotive components to Delphi (the "Parts").

2. On or about October 15, 2007, Delphi filed an expedited motion for an order approving, *inter alia*, the assumption and assignment of certain executory contracts and unexpired leases related to Delphi's Cockpits and Interior Systems and Integrated Closure Systems Businesses (the "Sale Motion"). The Sale Motion is scheduled to be heard on December 20, 2007 at 10:00 a.m.

3. On the evening of Friday, November 16, 2007, after normal business hours, Delphi caused to be filed the Cure Notice and the Assignment Notice (collectively, the "Notices"). The Notices state that any objection to the Notices must be made within 10 days of the service of the notice. Whether or not intended by Delphi, this notice schedule was served in such a manner that it encompasses, *inter alia*, two weekends and the Thanksgiving holiday, and results in an unfairly short amount of time to respond to the proposed assumption and assignment, and any cure amount associated therewith.

4. As such, Siemens asserts that it continues to investigate the facts underlying the Notices and the Sale Motion, and reserves the right to modify and/or supplement this objection in the event that, in the course of its investigation, it discovers any new or additional information.

5. The Notices identify the following purchase orders between Delphi and Siemens (collectively, the “Purchase Orders”), and the Cure Notice identifies the following cure amounts for the same (collectively, the “Proposed Cure Amounts”):

<b>PURCHASE ORDER NO.</b>	<b>CURE AMOUNT</b>
550024453 <sup>1</sup>	\$1,033,178.21
550038136	No Cure Amount Specified
550147853	No Cure Amount Specified

6. The Purchase Orders relate to the Parts and Siemens believes that Delphi incorrectly identified Siemens VDO SA de CV as the seller of the Parts.

7. In addition, the Notices incorrectly identify the Purchase Orders as the embodiment of the agreement between Siemens and Delphi related to the sale of the Parts. Siemens has engaged in transactions with Delphi with respect to the Parts over a period of years and there have been a number of purchase orders and other documents that relate to the purchase of the Parts. Siemens, therefore, objects to the Notices to the extent that they purport to assert that the Purchase Orders are the embodiment of the agreement between Siemens and the Debtor.

8. Moreover, Siemens objects to the relief sought pursuant to the Sale Motion to the extent that any contemplated assumption and/or assignment related to the Purchase Orders purports to impact the terms and conditions regarding the sale of the Parts or to the extent that

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<sup>1</sup> The Cure Notice identifies Purchase Order 1 as purchase order number D0550024453. On information and belief, D0550024453 is the same purchase order number as 550024453.

the Delphi is asserting that terms and conditions of the Purchase Orders govern the sale of the Parts.

9. Further, given the unfairly brief deadline to object to the Notices, Siemens has had an inadequate opportunity to investigate any monetary or non-monetary cure that may be necessary with respect to the Purchase Orders. As such, Siemens reserves the right to object to the Proposed Cure Amounts, as well as the assumption or assignment of the Purchase Orders. Information regarding the open invoices of which Siemens is aware is attached hereto as Exhibit A.

10. In addition, Siemens is aware of Invoice No. 0094107446, related to Purchase Order No. 550164213, in the outstanding amount of \$37,705.88. Upon information and belief, this invoice also relates to the purchase of the Parts.

11. Also, the amount due Siemens related to the purchase of the Part is subject to change as a result of any newly issued invoices, or any payments made on outstanding invoices. Siemens, therefore, asserts that any amounts due and owing related to the Part must be cured as a result of any contemplated assumption or assignment.

12. Finally, Siemens notes that Delphi has included virtually no information in the Notices regarding the proposed purchaser, Inteva Products, LLC ("Inteva"). To support its contention of adequate assurance of future performance, Delphi refers only to "the significant resources" of Inteva without providing any factual information. As such, Siemens reserves the right to object to the relief sought pursuant to the Sale Motion and the Notices on the basis that the Notices provide insufficient information as to the fitness of Inteva, or any other successful purchaser, in relation to its ability to provide adequate assurance of future performance,

including, without limitation, the financial wherewithal to make payments and/or the ability to ensure that Siemens' intellectual property rights are preserved.

13. Currently, Siemens has no information concerning Inteva's experience, capabilities, intentions and financial wherewithal. Siemens likewise has no experience working with Inteva. Therefore, Siemens does not have sufficient information to determine whether Inteva is an appropriate assignee of its purchase orders. Siemens objects to the proposed assignment of the Purchase Orders unless and until it is provided the factual information sufficient to constitute adequate assurances of future performance as required for assignment under 11 U.S.C. § 365(f).

14. Similarly, Siemens reserves the right to object to the assignment of its purchase orders to any other prospective purchaser unless and until Siemens is provided with adequate assurances of that party's ability to fully and timely perform.

15. Because the legal points and authorities upon which this objection relies are incorporated herein, and do not represent novel theories of law, Siemens respectfully requests that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE, Siemens requests that the Court condition the assumption and assignment of any agreement related to the Purchase Orders to Inteva, or any other prospective purchaser of Delphi's Interiors and Closures Businesses on the correct contract being identified, the correct cure amount being paid, and Delphi proving that the purchaser can provide adequate assurance of future performance.

Dated: November 26, 2007

Respectfully submitted,  
REED SMITH LLP

By: /s/ Elena Lazarou  
Elena Lazarou (EL-5681)  
599 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 521-5400  
Facsimile: (212) 521-5450  
E-mail: elazarou@reedsmith.com  
and  
Reed Smith Sachnoff & Weaver  
10 South Wacker Drive, 40<sup>th</sup> Floor  
Chicago, IL 60606  
Arlene N. Gelman (IL #6225631)  
Ann E. Pille (IL #6283759)  
Telephone: (312) 207-1000  
Facsimile: (312) 207-6400  
E-mail: agelman@reedsmith.com  
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**EXHIBIT A**

**Purchase Order No. 550024453**

<b>Invoice No.</b>	<b>Invoice Amount</b>
0094052185	\$20,491.06
0094052186	\$5,833.20
0094052592	\$159,991.03
0094053140	\$206,822.18
0094053259	\$10,277.19
0094050977	\$5,833.20
0094051014	\$190,727.61
0094051723	\$41,108.76
0094051734	\$143,880.64
0094051735	\$15,368.29
0094051736	\$5,833.20
0094051737	\$6,531.60
0094051739	\$20,491.06
0094052118	\$233,241.41
<b>Total</b>	<b>\$1,066,430.43</b>

**Purchase Order No. 550038136**

<b>Invoice No.</b>	<b>Invoice Amount</b>
0094052742	\$9,245.68
0094052939	\$217,366.76
0094053474	\$55,499.52
0094046845	\$10,406.00
0094050771	\$166,498.56
0094050775	\$60,116.00
0094051220	\$208,116.84
0094051730	\$235,862.36
0094052300	\$240,487.32
0094053349	\$152,613.08
<b>Total</b>	<b>\$1,356,212.12</b>

**Purchase Order No. 5500147853**

<b>Invoice No.</b>	<b>Invoice Amount</b>
0094104890	\$ 18,166.86
0094106335	\$ 4,541.72
0094107634	\$ 192,510.78
0094108083	\$ 183,759.96
0094108729	\$ 210,016.08
0094108730	\$ 4,373.59
0094109244	\$ 122,507.86
0094109245	\$ 4,373.59
0094109960	\$ 170,650.15
0094109961	\$ 4,373.59
<b>Total</b>	<b>\$915,274.18</b>